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TRANSAMERICA
LIFE INSURANCE COMPANY

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ZOHRAB BAHRIKYAN,
Plaintiff,

v.

TRANSAMERICA LIFE INSURANCE
COMPANY and DOES 1 through 40,
inclusive,
Defendants.

No. 2:22-cv-0894 MCE DB

**STIPULATED PROTECTIVE
ORDER**

1 **1. PURPOSES AND LIMITATIONS/GOOD CAUSE STATEMENT**

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential and proprietary actuarial, business, technical, and financial
4 information from Transamerica Life Insurance Company (“TLIC”) as well as private
5 information of Plaintiff Zohrab Bahrikyan or the insured for which special protection
6 from public disclosure and from use for any purpose other than prosecuting this
7 litigation may be warranted. Accordingly, Plaintiff and Defendant Transamerica Life
8 Insurance Company (“TLIC”) hereby stipulate to and petition the Court to enter the
9 following Stipulated Protective Order (“Order”). The parties acknowledge that this
10 Order does not confer blanket protections on all disclosures or responses to discovery
11 and that the protection it affords from public disclosure and use extends only to the
12 limited information or items that are entitled to confidential treatment under the
13 applicable legal principles. The parties further acknowledge, as set forth in Section
14 12.3 (Filing Protected Material), below, that this Protective Order does not entitle
15 them to file confidential information under seal; Local Rule 141 sets forth the
16 procedures that must be followed and the standards that will be applied when a party
17 seeks permission from the Court to file material under seal. Nothing in this order
18 shall limit the testimony of parties or non-parties, or the use of certain documents, at
19 any court hearing or trial. Such determinations will only be made by the court at the
20 hearing or trial, or upon an appropriate motion.

21 Any document that is not confidential, privileged, or otherwise protectable in
22 its entirety will not be filed under seal if the confidential portions can be redacted. If
23 documents can be redacted, then a redacted version for public viewing, omitting only
24 the confidential, privileged, or otherwise protectable portions of the document, shall
25 be filed. Any application that seeks to file documents under seal in their entirety
26 should include an explanation of why redaction is not feasible.

1 **2. DEFINITIONS**

2 2.1 Acknowledgment: the “Acknowledgment and Agreement to be Bound”
3 form attached as Exhibit A to this Order.

4 2.2 Action: *Zohrab Bahrikyan v. Transamerica Life Insurance Company*,
5 Case No. 2:22-cv-00894-MCE-DB.

6 2.3 Challenging Party: A party or non-party that challenges the designation
7 of information or items under this Order.

8 2.4 “CONFIDENTIAL” Information or Items: Confidential and proprietary
9 actuarial, business, technical, and financial information from TLIC as well as private
10 information of Plaintiff Zohrab Bahrikyan or the insured which is not generally
11 known or publicly available and which the designating party would not normally
12 reveal to third parties or information (regardless of how it is generated, stored, or
13 maintained) that otherwise meets the standard for protection set forth in Rule 26© of
14 the Federal Rules of Civil Procedure. It is the intent of the parties that information
15 will not be designated as confidential for tactical reasons and that nothing be so
16 designated without a good faith belief that it has been maintained in a confidential
17 non-public manner, and there is good cause why it should not be part of the public
18 record of this Action.

19 2.5 Counsel (without qualifier): Outside Counsel of Record and House
20 Counsel (as well as their support staff).

21 2.6 Designating Party: A party or non-party that designates information or
22 items that it produces or that are produced in disclosures or in response to discovery
23 as “CONFIDENTIAL.”

24 2.7 Disclosure or Discovery Material: All items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.
28

1 2.8 Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action. This definition includes a
4 professional jury or trial consultant retained in connection with this litigation.

5 2.9 House Counsel: Attorneys who are employees for a Party. House
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7 2.10 Non-Party: Any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.11 Outside Counsel of Record: Attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm that
12 has appeared on behalf of that party, including support staff.

13 2.12 Party: Any party to this Action, including its officers, directors,
14 employees, consultants, retained experts, House Counsel, and Outside Counsel of
15 Record (and their support staffs).

16 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.14 Professional Vendors: Persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.15 Protected Material: Any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.16 Receiving Party: A Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 **3. SCOPE**

27 The protections conferred by this Order cover not only Protected Material (as
28 defined above), but also (1) any information copied or extracted from Protected

1 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
2 and (3) any testimony, conversations, or presentations by Parties or their Counsel or
3 their Experts that might reveal Protected Material. However, the protections
4 conferred by this Order do not cover the following information: (a) any information
5 that is in the public domain at the time of disclosure to a Receiving Party or becomes
6 part of the public domain after its disclosure to a Receiving Party as a result of
7 publication not involving a violation of this Order, including become part of the
8 public record through trial or otherwise; and (b) any information known to the
9 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
10 disclosure from a source who obtained the information lawfully and under no
11 obligation of confidentiality to the Designating Party. Any use of Protected Material
12 at trial shall be governed by a separate agreement or order of the trial judge. This
13 Order does not govern the use of Protected Material at trial.

14 **4. DURATION**

15 FINAL DISPOSITION shall be deemed to be the later of (1) dismissal of all
16 claims and defenses in this action, with or without prejudice; and (2) final judgment
17 herein after the completion and exhaustion of all appeals, rehearings, remands, trial,
18 or reviews of this action, including the time limits for filing any motions or
19 applications for extension of time pursuant to applicable law. Except as set forth
20 below, the terms of this Order apply through FINAL DISPOSITION. The parties
21 stipulate that they will be contractually bound by the terms of this agreement beyond
22 FINAL DISPOSITION, and that they will have to file a separate action for
23 enforcement of the agreement once FINAL DISPOSITION of the action occurs.
24 Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over
25 enforcement of the terms of this Protective Order after final disposition.

26 **5. DESIGNATING PROTECTED MATERIAL**

27 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. To the extent it is practical to do so, the
3 Designating Party must designate for protection only those parts of material,
4 documents, items, or oral or written communications that qualify so that other
5 portions of the material, documents, items, or communications for which protection
6 is not warranted are not swept unjustifiably within the ambit of this Order.

7 While mass, indiscriminate, or routinized designations are prohibited, the
8 Parties recognize that manually analyzing and designating large numbers of
9 documents one-by-one for confidentiality can be an unduly burdensome task. The
10 Parties agree that each Party may reasonably rely on metadata information and good-
11 faith searches to designate documents for protection. Designations that are shown to
12 be clearly unjustified or that have been made for an improper purpose (e.g., to
13 unnecessarily encumber the case development process or to impose unnecessary
14 expenses and burdens on other parties) may expose the Designating Party to
15 sanctions.

16 If it comes to a Designating Party's attention that information or items that it
17 designated for protection do not qualify for protection, that Designating Party must
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in
20 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
22 under this Order must be clearly so designated before the material is disclosed or
23 produced. Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each
27 page that contains protected material. If only a portion or portions of the material on
28

1 a page qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents or materials available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which materials it would like copied and produced. During the inspection
6 and before the designation, all of the material made available for inspection shall be
7 deemed "CONFIDENTIAL." After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then, before
10 producing the specified documents, the Producing Party must affix the
11 "CONFIDENTIAL" legend to each page that contains Protected Material. If only a
12 portion or portions of the material on a page qualifies for protection, the Producing
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
14 markings in the margins).

15 (b) any Party may designate as Protected Material testimony given in a
16 deposition or in other pretrial or trial proceedings by informing the reporter during
17 the deposition or by sending a letter to all Outside Counsel of Record and to the
18 deposition reporter designating by page and line any portions of the transcript to be
19 so restricted, or the entire transcript if applicable, within thirty (30) days after
20 receiving the deposition transcript.

21 During this 30-day period, a transcript will be treated as if it had been
22 designated "CONFIDENTIAL" in its entirety unless otherwise agreed. After the
23 expiration of that period, the transcript shall be treated only as actually designated.

24 When deposition testimony is designated Protected Material by informing the
25 reporter during the deposition, the transcript containing Protected Material shall have
26 an obvious legend on the title page that the transcript contains Protected Material,
27 and the title page shall be followed by a list of all pages (including line numbers-as
28

1 appropriate) that have been designated as Protected Material. The Designating Party
2 shall inform the court reporter of these requirements.

3 (c) for information produced in some form other than documentary and
4 for any other tangible items, that the Producing Party affix in a prominent place on
5 the exterior of the container or containers in which the information is stored the
6 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
7 protection, the Producing Party, to the extent practicable, shall identify the protected
8 portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive
11 the Designating Party’s right to secure protection under this Order for such material.
12 Upon timely correction of a designation, the Receiving Party must make reasonable
13 efforts to assure that the material is treated in accordance with the provisions of this
14 Order.

15 5.4 Protected Health Information. Additionally, certain Confidential
16 Information or Items may be Protected Health Information (“PHI”) as defined by the
17 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the
18 regulations promulgated thereunder at 45 C.F.R. § 160.103. Without limiting the
19 generality of the foregoing, “PHI” includes, but is not limited to, health information,
20 including demographic information, relating to either, (a) the past, present, or future
21 physical or mental condition of an individual, (b) the provision of care to an
22 individual, or (c) the payment for care provided to an individual, which identifies the
23 individual or which reasonably could be expected to identify an individual. All
24 “covered entities” (as defined by 45 C.F.R. § 160.103) are hereby authorized to
25 disclose PHI to all attorneys now of record in this Action or who may become of
26 record in the future in this Action. Subject to the Federal Rules of Civil Procedure,
27 and without prejudice to any Party’s objection except as otherwise provided herein,
28 the Parties are authorized to receive, subpoena, transmit, or disclose PHI relevant to

1 the claims at issue in this Action, subject to all terms of this Order. All PHI disclosed
2 under this Order must be designated as Confidential Information pursuant to this
3 Order. A Receiving Party which receives PHI in discovery shall not use or disclose
4 such PHI for any purpose other than this Action. To the extent documents or
5 information produced in this Action have already been exchanged or will again be
6 exchanged between the Parties in the normal course of business, treatment of such
7 documents prior to or after the conclusion of this Action shall be governed by this
8 Order.

9 5.5 Specific Provisions Concerning the Disclosure of Personally
10 Identifiable Information (“PII”). When PII (e.g., names, addresses, Social Security
11 numbers, phone numbers, etc.) is disclosed between the Parties as authorized by this
12 Order, the PII of any individuals whose claims are not at issue in this lawsuit and
13 who are otherwise identified in the Discovery Material may either be redacted to
14 protect the identity of such individuals or produced without redactions. Upon receipt
15 of any PII, a Receiving Party shall take all reasonable measures necessary for
16 protecting the PII from unauthorized disclosure as required under both state and
17 federal law.

18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court’s
21 Scheduling Order. Unless a prompt challenge to a Designating Party’s
22 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
23 unnecessary economic burdens, or a significant disruption or delay of the litigation,
24 a Party does not waive its right to challenge a confidentiality designation by electing
25 not to mount a challenge promptly after the original designation is disclosed.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process by providing written notice of each designation it is challenging
28 and describing the basis for each challenge. To avoid ambiguity as to whether a

1 challenge has been made, the written notice must recite that the challenge to
2 confidentiality is being made in accordance with this specific paragraph of the
3 Protective Order. The parties shall attempt to resolve each challenge in good faith
4 and must begin the process by conferring directly (in voice-to-voice dialogue; other
5 forms of communication are not sufficient) within 14 days of the date of service of
6 notice. In conferring, the Challenging Party must explain the basis for its belief that
7 the confidentiality designation was not proper and must give the Designating Party
8 an opportunity to review the designated material, to reconsider the circumstances,
9 and, if no change in designation is offered, to explain the basis for the chosen
10 designation. A Challenging Party may proceed to the next stage of the challenge
11 process only if it has engaged in this meet and confer process first or establishes that
12 the Designating Party is unwilling to participate in the meet and confer process in a
13 timely manner.

14 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
15 court intervention, the Designating Party shall file and serve a motion to retain
16 confidentiality under Local Rule 251 within 21 days of the initial notice of challenge
17 or within 14 days of the parties agreeing that the meet and confer process will not
18 resolve their dispute, whichever is earlier. Each such motion shall comply with the
19 undersigned's standard information. Failure by the Designating Party to make such
20 a motion within 21 days (or 14 days, if applicable) shall automatically waive the
21 confidentiality designation for each challenged designation. In addition, the
22 Challenging Party may file a motion challenging a confidentiality designation at any
23 time if there is good cause for doing so, including a challenge to the designation of a
24 deposition transcript or any portions thereof. Any motion brought pursuant to this
25 provision must be accompanied by a competent declaration affirming that the movant
26 has complied with the meet and confer requirements imposed by the preceding
27 paragraph. Absent a showing of good cause, the court will not hear discovery
28 disputes on an ex parte basis or on shortened time.

1 The burden of persuasion in any such challenge proceeding shall be on the
2 Designating Party. Frivolous designations or challenges, and those designations or
3 challenges made for an improper purpose (e.g., to harass or impose unnecessary
4 expenses and burdens on other parties) may expose the respective Designating Party
5 or Challenging Party to sanctions. Unless the Designating Party has waived or
6 withdrawn the confidentiality designation by failing to file a motion to retain
7 confidentiality as described above, all parties shall continue to afford the material in
8 question the level of protection to which it is entitled under the Producing Party's
9 designation until the Court rules on the challenge.

10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a
16 Receiving Party must comply with the provisions of section 13 below (FINAL
17 DISPOSITION). Protected Material must be stored and maintained by a Receiving
18 Party at a location and in a secure manner that ensures that access is limited to the
19 persons authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
21 otherwise ordered by the Court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably
26 necessary to disclose the information for this Action and who have signed the
27 Acknowledgement;
28

1 (b) the Receiving Party, including officers, directors, employees, or
2 consultants, advisors, insurers and/or reinsurers of the Receiving Party to whom
3 disclosure is reasonably necessary;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 Acknowledgment;

7 (d) the Court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants,
9 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
10 for this Action and who have signed the Acknowledgment;

11 (f) during their depositions, witnesses, and attorneys for witnesses, in
12 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
13 party requests that the witness sign the Acknowledgment; and (2) they will not be
14 permitted to keep any confidential information unless they sign the
15 Acknowledgment, unless otherwise agreed by the Designating Party or ordered by
16 the Court;

17 (g) any mediator or settlement officer, and their supporting personnel,
18 mutually agreed upon by any of the parties engaged in settlement discussions and
19 who have signed the Acknowledgment; and

20 (f) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
23 **PRODUCED IN OTHER LITIGATION**

24 If a Party is served with a subpoena or a court order issued in other litigation
25 that compels disclosure of any information or items designated in this Action as
26 “CONFIDENTIAL,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification shall
28 include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order to
2 issue in the other litigation that some or all of the material covered by the subpoena
3 or order is subject to this Protective Order. Such notification shall include a copy of
4 this Order;

5 (c) cooperate with respect to all reasonable procedures sought to be pursued
6 by the Designating Party whose Protected Material may be affected; and

7 (d) otherwise comply with any applicable HIPAA rules or regulations with
8 respect to any response or production in connection with a discovery request or
9 subpoena.

10 If the Designating Party timely seeks a protective order, the Party served with
11 the subpoena or court order shall not produce any information designated in this
12 action as “CONFIDENTIAL” before a determination by the court from which the
13 subpoena or order issued, unless the Party has obtained the Designating Party’s
14 permission. The Designating Party shall bear the burden and expense of seeking
15 protection in that court of its confidential material, and nothing in these provisions
16 should be construed as authorizing or encouraging a Receiving Party in this Action
17 to disobey a lawful directive from another court.

18 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 (a) The terms of this Order are applicable to information produced by a Non-
21 Party in this Action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the
23 remedies and relief provided by this Order. Nothing in these provisions should be
24 construed as prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to produce
26 a Non-Party’s confidential information in its possession, and the Party is subject to
27 an agreement with the Non-Party not to produce the Non-Party’s confidential
28 information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party
2 that some or all of the information requested is subject to a confidentiality agreement
3 with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Order in this
5 Action, the relevant discovery request(s), and a reasonably specific description of the
6 information requested; and

7 (3) make the information requested available for inspection by the Non-
8 Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within 14
10 days of receiving the notice and accompanying information, the Receiving Party may
11 produce the Non-Party's confidential information responsive to the discovery
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
13 not produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
16 of seeking protection in this court of its Protected Material.

17 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Order, the Receiving Party must immediately (a) notify in writing the Designating
21 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
22 unauthorized copies of the Protected Material, (c) inform the person or persons to
23 whom unauthorized disclosures were made of all the terms of this Order, and (d)
24 request such person or persons to execute the Acknowledgment.

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection

1 (e.g., work product immunity), the obligations of the Receiving Parties are those set
2 forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of
3 Evidence 502(d) and (e), the parties agree that the inadvertent or unintentional
4 disclosure by the Producing Party of material that is privileged or subject to other
5 protection shall not be deemed a waiver in whole or in part of the claim of privilege
6 or other protection, either as to the specific information disclosed or as to any other
7 information relating thereto on the same or related subject matter.

8 Upon learning of an inadvertent or unintentional disclosure of privileged
9 information (“Privileged Material”), the Producing Party shall provide written notice
10 to the parties who have received the Privileged Material, identifying the Privileged
11 Material by Bates number and the privilege protection relied upon.. Within ten
12 business days of the date of that written notice, the Receiving Party shall sequester,
13 destroy, or return the Privileged Material so identified and all copies thereof, and in
14 the same time frame, shall sequester or destroy any notes or other writing or
15 recordings that copy, summarize, reflect, or discuss the content of the documents or
16 materials (collectively the “Privileged Notes”). Upon request of the Producing Party,
17 the Receiving Party shall provide written notice of any sequestration or destruction
18 of the Privileged Material and Privileged Notes. Other than in connection with
19 proceedings contemplated by the last paragraph of Section 11 of this Order, no use
20 shall be made of Privileged Material or Privileged Notes during deposition or at trial,
21 and the Receiving Party, its employees, Outside Counsel of Record, and Experts shall
22 not provide Privileged Material to anyone who did not already have access to them
23 prior to the request by the Producing Party that they be returned.

24 If the Receiving Party intends to challenge the assertion of privilege, it must
25 provide written notice within this ten-day period explaining the grounds for its
26 challenge. The Receiving Party shall initiate the dispute resolution process set forth
27 in Section 6 of this Order within ten business days of the date of service of the
28 Receiving Party’s notice disputing the claim of inadvertent production.

1 If the Parties cannot resolve a challenge without court intervention, the
2 Receiving Party may move the Court for an order compelling production of any
3 inadvertently produced or disclosed document or material in compliance with Local
4 Rule 251, but the motion shall not assert as a ground for production the fact of the
5 inadvertent production or disclosure. Pending the Court's ruling, the Receiving Party
6 challenging the assertion of privilege shall continue to sequester the Privileged
7 Documents and Privileged Notes and shall not make any use of such information.

8 **12. MISCELLANEOUS**

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Order, no Party waives any right it otherwise would have to object to disclosing or
13 producing any information or item on any ground not addressed in this Order.
14 Similarly, no Party waives any right to object on any ground to use in evidence of
15 any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. The designation of documents (including
17 transcripts of testimony) as confidential pursuant to this order does not automatically
18 entitle the parties to file such a document with the court under seal. Parties are
19 advised that any request to seal documents in this district is governed by Local Rule
20 141. In brief, Local Rule 141 provides that documents may only be sealed by a
21 written order of the court after a specific request to seal has been made. L.R. 141(a).
22 However, a mere request to seal is not enough under the local rules. In particular,
23 Local Rule 141(b) requires that "[t]he 'Request to Seal Documents' shall set forth
24 the statutory or other authority for sealing, the requested duration, the identity, by
25 name or category, of persons to be permitted to access the document, and all relevant
26 information." L.R. 141(b).

27 A request to seal material must normally meet the high threshold of showing
28 that "compelling reasons" support secrecy; however, where the material is, at most,

1 “tangentially related” to the merits of a case, the request to seal may be granted on a
2 showing of “good cause.” *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092,
3 1096-1102 (9th Cir. 2016); *Kamakana v. City and County of Honolulu*, 447 F.3d
4 1172, 1178-80 (9th Cir. 2006).

5 Requests to seal documents shall be made by motion before the same judge
6 who will decide the matter related to that request to seal. If a Party’s request to file
7 Protected Material under seal pursuant to Local Rule 141 is denied by the court, then
8 the Receiving Party may file the information in the public record unless otherwise
9 instructed by the court.

10 12.4 Modification. The parties may not modify the terms of this Protective
11 Order without the court’s approval. If the parties agree to a potential modification,
12 they shall submit a stipulation and proposed order for the court’s consideration.

13 **13. FINAL DISPOSITION**

14 Within 60 days after the final disposition of this Action, as defined in Section
15 4 (DURATION), each Receiving Party must return all Protected Material to the
16 Producing Party or destroy such material, except such material that exists on back-
17 up tapes or similar storage and systems, in which case such material need not be
18 immediately deleted or destroyed, and instead, should be overwritten and destroyed
19 in the normal course of business. Until that material is overwritten and destroyed in
20 the normal course of business, the Receiving Party will take reasonable steps to limit
21 access, if any, to the persons necessary to conduct routine IT and cybersecurity
22 functions. As used in this subdivision, “all Protected Material” includes all copies,
23 abstracts, compilations, summaries, and any other format reproducing or capturing
24 any of the Protected Material. Whether the Protected Material is returned or
25 destroyed, the Receiving Party must submit a written certification to the Producing
26 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
27 deadline that (1) identifies (by category, where appropriate) all the Protected Material
28 that was returned or destroyed and (2) affirms that the Receiving Party has not

1 retained any copies, abstracts, compilations, summaries, or any other format
2 reproducing or capturing any of the Protected Material. Notwithstanding this
3 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
4 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
5 deposition and trial exhibits, expert reports, attorney work product, and consultant
6 and expert work product, even if such materials contain Protected Material. Any
7 such archival copies that contain or constitute Protected Material remain subject to
8 this Protective Order as set forth in Section 4 (DURATION).

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10 Dated: November 1, 2022

KEVIN W. HARRIS

11
12 By: /s/ Kevin W. Harris
13 Kevin W. Harris

14 Attorney for Plaintiff
ZOHRAB BAHRIKYAN

15 Dated: November 1, 2022

McDOWELL HETHERINGTON LLP

17
18 By: /s/ John T. Burnite
19 Jarrett E. Ganer
Micah A. Grodin
John T. Burnite

20 Attorneys for Defendant
21 TRANSAMERICA LIFE INSURANCE
22 COMPANY
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CERTIFICATION

I, John T. Burnite, in accordance with Local Rule 131, attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing on November 1, 2022.

Dated: November 1, 2022 /s/ John T. Burnite
John T. Burnite

ORDER

IT IS HEREBY ORDERED that the parties' stipulation is granted.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that "[t]he 'Request to Seal Documents' shall set forth the statutory or other authority for sealing, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information." L.R. 141(b).

3. A request to seal material must normally meet the high threshold of showing that "compelling reasons" support secrecy; however, where the material is, at most, "tangentially related" to the merits of a case, the request to seal may be granted on a showing of "good cause." Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the

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1 procedures outlined in Local Rule 251. Absent a showing of good cause, the court
2 will not hear discovery disputes on an ex parte basis or on shortened time.

3 6. The parties may not modify the terms of this Protective Order without the
4 court's approval. If the parties agree to a potential modification, they shall submit a
5 stipulation and proposed order for the court's consideration.

6 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over
7 enforcement of the terms of this Protective Order after the action is terminated.

8 8. Any provision in the parties' stipulation that is in conflict with anything in
9 this order is hereby DISAPPROVED.

10 DATED: November 3, 2022

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Eastern District of California on
_____ [date] in the case of *Zohrab Bahrikyan v. Transamerica Life Insurance
Company*, Case No. 2:22-cv-00894-MCE-DB. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Stipulated
Protective Order. I further agree to submit to the jurisdiction of the United States
District Court for the Eastern District of California for enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____